

United States
Rail Services, Inc.



633 Battery Street
San Francisco, California 94111
(415) 445-7690

RECORDATION NO. *13206* Filed 1425

Jul. 30 1981 3:30 PM

INTERSTATE COMMERCE COMMISSION

August 18, 1981

Mrs. Lee
Interstate Commerce Commission
Washington, D.C. 20423

Re: Recordation No. 13206

Dear Mrs. Lee:

Enclosed, please find a copy of our transmittal letter dated August 7, 1981 enclosing the Bill of Sale between Charles D. Pearce and Walter F. Pettit under the above recordation number.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Nancy C. Chapman
Nancy C. Chapman
Manager, Contracts

NCC:mb

Enclosures (2)

Steven
United States
Rail Services, Inc.



633 Battery Street
San Francisco, California 94111
(415) 445-7690

RECORDATION NO. *13206* FORM 1425

Jul 30 1981 3:30 PM

INTERSTATE COMMERCE COMMISSION

August 7, 1981

Mrs. Lee
Interstate Commerce Commission
Washington, D.C. 20423

Re: Recordation No. 13206

Dear Mrs. Lee:

Per our telephone conversation, enclosed is a copy of the
Bill of Sale issued to Charles D. Pearce, buyer of RUSX 4602.

Your assistance in this registration is very much appreciated.

Sincerely,

Nancy C. Chapman

Nancy C. Chapman
Manager, Contracts

NCC:mb

Enclosure (1)

LETTER OF ACKNOWLEDGMENT

Date: June 30, 1981

United States Rail Services, Inc.
633 Battery Street
San Francisco, CA 94111

INTERSTATE COMMERCE COMMISSION

I, Charles D. Pearce, the Buyer of railroad covered hopper car numbered RUSX 4602, described as follows:

One (1) 100 ton, 4650 cu. ft. covered hopper car, initialled and numbered RUSX 4602 built in September, 1974 by ACF Industries, Inc.

understand and agree with reference to this purchase as follows:

1. The Seller, and owner of said car is Anian Pettit Tunney 1972 Irrevocable Intervivos Trust.
2. United States Rail Services, Inc. is acting only as an agent of said Seller in consummating said sale and United States Rail Services, Inc. makes no warranties or representations, express or implied, of any kind or nature, with reference to said car, including, but not limited to the merchantability of said car or its fitness for a particular purpose.
3. That said car is being sold in an "as-is" condition.
4. That the undersigned does accept and agree to be bound by the Railroad Car Management Agreement dated October, 10, 1974 which is attached hereto covering said car.

UNITED STATES RAIL SERVICES, INC.

By *D.A. Summers*
D.A. Summers

Title: Vice President & General Manager

STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 23rd day of July, 1981, before me personally appeared D. A. Summers (name of signer of foregoing instrument) to me personally known, who being by me duly sworn, says that he is the Vice President & General Manager (title of office) of United States Rail Services, Inc., a California corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Nancy C. I. Chapman
Notary Public

My commission expires:

July 30 1981 3:30 PM

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

I, Walter F. Pettit, Trustee for Anian Pettit Tunney Trust, ("Seller"), for and in consideration of the sum of \$22,500 and the pro rata share of the net operating revenue earned during the third quarter of 1981 which is to be distributed in January, 1982 payable to Seller, in full payment of the railroad equipment hereinafter described, receipt of which is hereby acknowledged, has bargained, sold, assigned, transferred and delivered, and do hereby bargain, sell, assign, transfer and deliver to Charles D. Pearce, ("Purchaser") the following described railroad equipment:

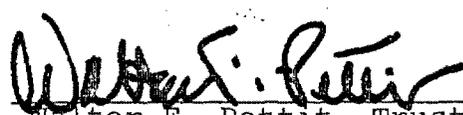
One (1) 100 Ton CF 4650 Center Flow Covered Hopper Car, lettered and numbered RUSX 4602, built in September, 1974 by ACF Industries.

TO HAVE AND TO HOLD said railroad equipment unto said Purchaser, heirs and assigns, to and for Purchaser's proper use and behoof forever.

Said railroad equipment is sold in an "as is" condition and the sale is made without any warranties, express or implied, of any nature, except as hereinafter set forth. The sellers do warrant to the Purchaser that the Seller has:

- 1. legal title to said railroad equipment,
- 2. good and lawful right to sell the same and vested in said Purchaser free and clear of all liens and encumbrances of any nature except a lease dated March 27, 1979 between United States Rail Services, Inc. (as agent for the Seller) and J. M. Huber Corporation which expires April 30, 1984.

IN-WITNESS WHEREOF, the Seller has executed this Instrument as of June 30, 1981.


Walter F. Pettit, Trustee
for Anian Pettit Tunney Trust

STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

REGISTRATION NO. 13206

JUL 30 1981 8 10 PM

INTERSTATE COMMERCE COMMISSION

On this 23rd day of July, 1980, before me personally appeared D. A. Summers, Vice President and General Manager (office), of United States Rail Services, Inc. (formerly called Rail-U.S. Leasing Incorporated) to me personally known who being by me duly sworn says that he has compared the following agreement dated June 30, 1981 between United States Rail Services, Inc. and Charles D. Pearce with the original and that such copy is a true and complete copy of the original document, including date, signature and acknowledgements.



Nancy C. I. Chapman
Notary Public

(SEAL)

My commission expires: